

THIS MOTION IS SET FOR HEARING  
ON NOV 18, 2021  
AT 9:00 A.M. BEFORE JUDGE CANAVAN

IN THE DISTRICT COURT OF POTTAWATOMIE COUNTY IN THE DISTRICT COURT  
STATE OF OKLAHOMA

MISSION AIR SUPPORT, INC. )

Plaintiff, )

v. )

KSNL AERO, LLC, )

Defendant. )

Case No.: CJ-2021-306

FILED  
OCT 15 2021  
POTTAWATOMIE COUNTY, OK  
VALERIE N. UELTZEN, COURT CLERK  
BY \_\_\_\_\_ DEPUTY

**MOTION FOR TEMPORARY INJUNCTIVE RELIEF & INSPECTION**

COMES NOW, the Plaintiff, Mission Air Support, Inc. (hereinafter referred to as "MAS"), by and through its attorney of record, Chase McBride and Nicholas Atwood, of the Ritchie, Rock, McBride & Atwood Law Firm, for this Motion for Temporary Injunctive Relief and Inspection and states as follows:

**OVERVIEW**

1. This Motion is filed pursuant to 12 OS §§ 1381-1397 requesting that the Defendant be temporarily commanded to immediately stop tampering, repairing, touching, working or moving MAS's aircraft numbered N32TP.
2. MAS has filed a lawsuit in conjunction with this Motion against the Defendant for various business torts and breach of contract.
3. MAS will likely be meritorious on the merits of the case as shown below and read in conjunction with the Petition.
4. If immediate injunctive relief is not granted, MAS will suffer significant, injury and damages.
5. The injury that Mission would suffer substantially outweighs the harm of the Defendant if the injunction is granted as granting the injunction would maintain the status quo.

6. An injunction of this type is in the public's best interest as it helps to enforce lawful contracts and business practice and to deter unlawful and unethical business practices.

#### STATEMENT OF FACTS

MAS adopts the facts alleged in the Petition but for purposes of this Motion further allege the following:

7. Defendant is currently in possession of MAS's aircraft located in Pottawatomie County, Oklahoma.
8. The aircraft, last known to MAS, is partially disassembled.
9. Defendant has previously performed inadequate work on one of MAS's N970KR aircraft resulting in extra damages and costs.
10. The Defendant has threatened to charge MAS additional fees to reassemble the aircraft, and threats of continuing to charge storage fees for an aircraft they themselves have prevented from moving.
11. MAS is concerned the Defendant will continue working on the aircraft and to put the aircraft back together, that may result in greater harm being caused to the aircraft.
12. A replevin action has been filed in this case.
13. MAS should be able to immediately inspect their property to determine the aircraft's current condition, by means of hiring a qualified inspector/mechanic to inspect the condition of the aircraft and confirm work asserted to be done by KSNL.
14. The Defendant should immediately be prohibited from working on, moving, touching, assembling or in any way tampering with the aircraft as it may result in further damage.

#### ARGUMENT & AUTHORITY

The Court should grant the Plaintiff's Motion for Temporary Injunction and Inspection as

it will maintain the status quo through this litigation and without the injunction, and Mission's aircraft may be harmed further.

Authority on Temporary Injunctions

"When it appears, by the petition, that the plaintiff is entitled to the relief demanded, and such relief, or any part thereof, consists in restraining the commission or continuance of some act, the commission or continuance of which, during the litigation, would produce injury to the plaintiff; or when, during the litigation, it appears that the defendant is doing, or threatens, or is about to do or is procuring or suffering to be done, some act in violation of the plaintiff's rights respecting the subject of the action, and tending to render the judgment ineffectual, a temporary injunction may be granted to restrain such act. And when, during the pendency of an action, it shall appear, by affidavit, that the defendant threatens or is about to remove or dispose of his property with intent to defraud his creditors, or to render the judgment ineffectual, a temporary injunction may be granted to restrain such removal or disposition. It may, also, be granted in any case where it is specially authorized by statute."<sup>1</sup>

"To obtain a preliminary injunction, a plaintiff must show that four factors weigh in his favor: 1) the likelihood of success on the merits; 2) irreparable harm to the party seeking injunction relief if the injunction is denied; 3) his threatened injury outweighs the injury the opposing party will suffer under the injunction; and 4) the injunction is in the public interest."<sup>2</sup>

"The need for an injunction must be shown is clear and convincing evidence"<sup>3</sup>.

"Injunctive relief may be warranted where: (1) proving damages with certainty is difficult, (2) procuring substitute performance would be difficult, and (3) the ability to collect any judgment is questionable."<sup>4</sup>

Likelihood of Success on Merits

Plaintiff is highly likely to be meritorious in its civil lawsuit against the Defendant. While

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<sup>1</sup> 12 O.S. § 1382.

<sup>2</sup> Dowell v. Pletcher, 2013 OK 50, P7, 304 P.3d 457 at ¶ 7.

<sup>3</sup> Al-Khouri v. Okla. Health Care Auth., 2018 OK CIV APP 10 at ¶ 4.

<sup>4</sup> Inergy Propane, LLC v. Lundy, 2009 OK CIV APP 8, P42, 219 P.3d 547 at ¶ 42.

this Motion is not the proper forum to try the facts of this case, the Court should note the following specific facts that strikingly stand out against the Defendant:

- 1) The Defendant has previously returned one of MAS's aircrafts where it was discovered after the work was completed and paid for, the aircraft was deemed unworthy to fly and failed inspection for certification.
- 2) The Defendant has already expressed additional unwarranted charges planned to be charged to the Plaintiff.

*Irreparable Harm to Plaintiff*

The Plaintiff must immediately inspect the condition of the aircraft. Without the inspection, it will never be known the current condition of the aircraft or any tampering or damage that is caused by the Defendant. This harm would not be calculable unless known through an immediate inspection.

*Plaintiff Harm Outweighs that of Defendants*

The Defendant will not suffer any harm by allowing the inspection of the plane or being prevented from tampering with the plane.

*Public Interest*

The public interest is small however, in the interest of safety of flight it is in the public interest to allow the inspection of anyone's property that is being held by a mechanic. Especially as it relates to aircraft that can if not properly maintained jeopardize the public's safety.

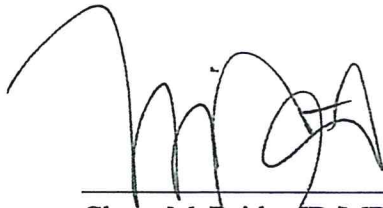
*Inspection*

Replevin Statutes prevent a Defendant from concealing property. "The court may, on request of the plaintiff, order the defendant not to conceal, damage or destroy the property or a part thereof and not to remove the property or a part thereof from the state or county, pending the hearing on plaintiff's request for an order for the prejudgment delivery of the property, and said

order may be served with the summons.”<sup>5</sup>

WHEREFORE, The Plaintiff requests this Court to grant it Motion and enter an immediate Temporary Injunction restraining the Defendant from tampering with the aircraft and allowing the Plaintiff to inspect the aircraft to assess the current condition, and awarding the Plaintiff with attorney fees and costs and any other relief this Court deems just and proper.

**Ritchie, Rock, McBride & Atwood**

A handwritten signature in black ink, appearing to be 'Chase McBride', written over a horizontal line.

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**Attorney for Mission Air Support, Inc.**

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<sup>5</sup> 12 O.S. § 1571(C).

VERIFICATION

STATE OF VIRGINIA       )  
  ) ss.  
COUNTY OF Virginia    )

I, Deanna Weld of lawful age, being first duly sworn, upon his oath, states as follows, to wit: That I am an authorized agent Mission Air Support, Inc. named in the foregoing pleading to which this verification and jurat are attached; that I have read the same and know of my own knowledge that the statements therein contained are true and correct.

[Signature]  
Affiant

Subscribed and sworn to before me this 15<sup>th</sup> day of October, 2021.

[Signature]  
Notary Public

My commission expires:

Nov 30, 2024



Angela G. Guy  
Notary Public - ID 346814  
Commonwealth of VA  
My Com. Exps. Nov 30, 2024